

Option 2 is superior in containment to Option 4 and provides only slightly less containment than Option 3.¹³ Furthermore, cost savings for Option 2 are significant (a savings of 27% versus Option 4).

Although additional cost savings are projected from further reducing the pumping rate to 6,000 gpm (Option 1), EPA believes that, should water levels increase in the aquifer system, capture could fall below acceptable levels under this option. As long as 9,000 gpm can be extracted and used without being wasted or reinjected, EPA concludes that Option 2 presents the best balance of reducing mobility of contaminants and cost-effectiveness.

As described above, EPA has also concluded that, for the purposes of long-term containment, groundwater extraction need not equal 9,000 gallons per minute each day. This is why EPA has set a goal of 9,000 gallons per minute as an annual average instead of an instantaneous average. EPA also believes its approach of allowing reduced groundwater extraction during periods of high nitrate concentration increases protectiveness to public health without adversely affecting long-term containment.

V. Support Agency Comments

The State of California agencies discussed in Section IV.C.8. above are the support agencies for this action. Their comments are addressed in that section.

VI. Summary of Selected Remedy

The interim remedy for the Burbank Operable Unit, as selected in the ROD and as modified by ESD1 and ESD2, consists of groundwater extraction at an average rate of 9,000 gpm, treatment by air stripping and granular activated carbon to remove VOCs, nitrate reduction by blending with a low nitrate water source, and use of the treated and blended water by the City of Burbank as a public water supply.

VII. Statutory Determinations

Considering the new information that has been developed, the EPA believes that the interim remedy as modified by ESD2 remains

¹³This comparison was made based upon the degree of hydraulic control exerted by the various options on the TCE/PCE groundwater plume.

protective of human health and the environment, complies with federal and state requirements that are applicable or relevant and appropriate to this interim remedial action, and is cost effective. In addition, this remedy satisfies the statutory preference for remedies that employ treatment which permanently and significantly reduces the volume, toxicity or mobility of the hazardous substances as a principal element. It also complies with the statutory preference for remedies that utilize permanent solutions and alternative treatment technologies or resource recovery technologies to the maximum extent practicable. The changes and clarifications contained in ESD2 are significant but do not fundamentally change the remedy. They do not change the decision to conduct an interim pump and treat action to inhibit the spreading of the contaminated groundwater plume and to begin aquifer restoration. They also do not alter the technologies used in the interim remedy.

VIII. Public Participation Activities

EPA has presented these changes to the remedy in the form of an Explanation of Significant Differences because the changes are of a significant, but not fundamental, nature. The basic groundwater extraction and treatment concepts being evaluated in ESD2 do not differ greatly from the concepts evaluated in the ROD and in ESD1. ESD2 and underlying information have been added to the Burbank OU Administrative Record. Additional provisions for public comment are not required for an ESD (see 40 C.F.R. Section 300.435(c)(2)(i)), and EPA is not providing a formal public comment period for ESD2. However, EPA has published notice of the availability of ESD2 in a local newspaper as required by 40 C.F.R. Section 300.435(c)(2)(i)(B), and per 40 C.F.R. Section 300.825, will consider any significant comments submitted in a timely manner.

APPENDIX V

Appendix 5
Statement of Work

BURBANK OPERABLE UNIT
SECOND STAGE STATEMENT OF WORK
(LONG TERM O&M)

I. General Provisions

A. Definitions: All words, as defined in the Consent Decree, have the same meaning when used herein.

B. Warranty: EPA has exercised its best efforts to include in this Statement of Work all activities necessary to fulfill Operation and Maintenance requirements for the Burbank Operable Unit. However, the settling parties acknowledge and agree that nothing in this Statement of Work or any deliverable approved by EPA pursuant hereto constitutes a warranty or representation, either express or implied, by the United States that compliance with this document and/or deliverables approved pursuant to this document will result in the achievement of the Performance Standards that the Settling Work Defendant is required to meet under the Consent Decree. Nothing in this Statement of Work or in deliverables approved pursuant hereto shall be deemed to limit EPA's rights pursuant to Subpart D (General Reservation of Rights) of Section XXII of the Consent Decree.

C. EPA Approval: EPA approval of any submittal by a Settling Defendant within the context of this Consent Decree, including but not limited to plans, specifications, and reports, is administrative in nature and designed to permit the Settling Defendants to proceed with the deliverables. The Settling Defendants acknowledge and agree that EPA's approval of deliverables does not constitute a warranty or representation, as discussed in Paragraph B above.

II. Schedule

A. Dates: The schedule of deliverables for this Statement of Work is presented in Attachment 1 and shall be referred to as the Work Schedule. In the Work Schedule, EPA has provided an approximation of its review time; however, failure to review a deliverable within the estimated time shall not constitute a violation of the Consent Decree by the United States. Settling Defendants are required to submit deliverables within the time periods stated, and failure to do so constitutes a violation of the Consent Decree. See Consent Decree, Section XII (Submissions Requiring Agency Approval).

B. Items Triggered by Date of Entry of Consent Decree:

1. Designation of Project Coordinator: Pursuant to Section XIII (Project Coordinators) of the Consent Decree, within

30 days of the date of entry of the Consent Decree, the Settling Work Defendant (City of Burbank), Lockheed Martin, the UAO Parties, and EPA shall submit to one another, in writing, the name, title, and qualifications of their proposed respective Project Coordinators and Alternate Project Coordinators. The coordinators for the Settling Defendants may be members of the Settling Defendants' staff or an independent contractor.

2. Designation and Review of Supervising Contractor: Pursuant to Section VI (Performance of the Work) of the Consent Decree, within 180 days of the date of entry of the Consent Decree, the Settling Work Defendant shall notify EPA and the State in writing of the name, title, and qualifications of its proposed Supervising Contractor. Prior to this date, the Settling Work Defendant may submit to EPA and the State a list of contractors for pre-qualification. It is the Settling Work Defendant's responsibility to provide any pre-qualification information to EPA and the State in a time frame that allows for timely designation of the Supervising Contractor. The Supervising Contractor may come from within the ranks of the Settling Work Defendant's staff. The factors to be considered in approving or disapproving the Supervising Contractor shall include: professional and ethical reputation; professional

registration; demonstrated project management experience; experience and qualifications in the field of water treatment and supply; sufficient capacity (professional, technical and support staff) to accomplish the project tasks according to the Work Schedule; and sufficient business background and financial resources to provide uninterrupted services throughout the life of the project. Upon its approval of the Supervising Contractor, EPA will issue an authorization to proceed.

3. Progress Reports: These reports shall be prepared by the Settling Work Defendant pursuant to Section XI (Reporting Requirements) of the Consent Decree. The schedule for submittal of progress reports is summarized in Attachment 2 and shall be referred to as the Reporting Schedule. Progress Reports shall include at a minimum:

a. A brief narrative describing any noteworthy accomplishments or problems encountered at the Plant Facilities during the reporting period (including but not limited to: the implementation of process improvements; non-routine maintenance; and a summary of any violations of the Consent Decree, the cause of such violations, and the steps being taken to avoid future violations);

b. Status of expenditures in comparison to the

Annual Budget;

c. The quantity of water pumped by each Burbank OU extraction well, and each GAC Wellfield extraction well;

d. A daily summary of water production broken down into categories of: Burbank OU Treatment Plant; GAC Wellfield; Blending Water; and Total Production;

e. A compliance calculation of the project's water budget showing whether the 9,000 gpm average groundwater extraction rate is being met; and specifically, the status of the Cumulative Pumping Credit for the reporting period, including designation of any days on which the Cumulative Pumping Credit fell below zero gallons;

f. Copies or summaries of compliance data submitted by the Settling Work Defendant to the California Department of Health Services;

g. Status of Maintenance Credits; and

h. Report of nitrate levels in: the extracted groundwater; the blending water; and the product water.

4. Second Stage O&M Work Plan: Pursuant to Section VI (Performance of the Work) of the Consent Decree, the Settling Work Defendant shall submit, within one year of the date of entry of the Consent Decree, the Second Stage O&M Work Plan. The

Second Stage O&M Work Plan shall incorporate Operation and Maintenance activities to be performed on all portions of the Plant Facilities to ensure that the facilities continue to run according to specification. The Second Stage O&M Work Plan shall include: a detailed description, including drawings, of the Plant Facilities; manufacturer specifications for the Plant Facilities and equipment; easily understood, stepwise standard operating procedures for the Plant Facilities at all foreseeable flow rates; startup and shutdown procedures for all facilities, including emergency shutdown procedures; a detailed description of manual and electronic control systems; and any other elements pertaining to efficient and safe operation of the Plant Facilities. The Second Stage O&M Work Plan shall describe in detail: the routine maintenance activities to be performed on each element of the Plant Facilities; a schedule for these routine maintenance activities; a schedule of visual inspection of the Plant Facilities; a schedule of equipment overhauling per manufacturers specifications; a description and schedule of cleaning and backflushing; detailed chemical handling procedures; and any other elements pertaining to efficient and safe maintenance of the Plant Facilities. The Second Stage O&M Work Plan shall incorporate by reference the Staffing Plan, Health and

Safety Plan, Operational Sampling Plan, and Contingency Plan.

The Second Stage O&M Work Plan in conjunction with the Staffing Plan shall delineate clear lines of responsibility for performing the activities referenced within the plan, designating which activities are the responsibility of the O&M Contractor, especially with respect to emergency shutdown and implementation of the Contingency Plan if it becomes necessary.

5. Staffing Plan: Pursuant to Section VI

(Performance of the Work) of the Consent Decree, the Settling Work Defendant shall submit, within one year of the date of entry of the Consent Decree, the Staffing Plan. The Staffing Plan shall identify the supervisory chain of command for the project; shall provide an organizational chart identifying specific individuals in the chain of command where possible; and shall define the roles of the Settling Work Defendant, the Supervising Contractor, and the O&M Contractor. The position of the Settling Work Defendant's Project Coordinator in the chain of command shall be made clear. The plan shall also estimate staffing levels required to implement the O&M activities, including the levels of expertise required.

6. Time Line and Schedule: Pursuant to Section VI

(Performance of the Work) of the Consent Decree, the Settling

Work Defendant shall submit, within one year of the date of entry of the Consent Decree, the Time Line and Schedule. The Time Line and Schedule shall list the major milestones to be accomplished in order for the Settling Work Defendant to efficiently assume long term Operation and Maintenance of the Plant Facilities. It shall include the items listed in the Work Schedule, and also intermediate milestone activities such as: the Settling Work Defendant's projected bidding schedule for hiring the O&M Contractor; the schedule for transition of O&M Activities as agreed upon by Lockheed Martin and the Settling Work Defendant; and any other items relevant to orderly implementation of O&M Activities. The identification of intermediate milestones, which are defined as those milestones not specified in the Work Schedule, is solely for planning purposes. Any failure by the Settling Work Defendant to meet the Time Line's intermediate milestones shall not be deemed a violation of the Consent Decree.

7. Quality Assurance Project Plan: Pursuant to Section IX (Quality Assurance, Sampling, and Data Analysis), the Settling Work Defendant shall prepare and submit a Quality Assurance Project Plan addressing analytical and data quality methods and objectives to be applied in support of Operation and Maintenance Activities. The Quality Assurance Project Plan shall